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November 3, 2018

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**VIA FEDERAL EXPRESS AND EMAIL**

Synergy Aerospace Corp.  
Avenida Manuel e Batista, Torre IBC-Piso 5°, Oficina 505  
Panama City, Panama  
Attention: The Directors

Re: Assignment, Assumption and Amendment Agreement dated of 26 January 2017 (the “Assignment Agreement”), between INFINITY TRANSPORTATION MSN 6651, LLC (the “Lessor”), Vermillion Aviation (Four) Limited (the “Former Lessor”) and OCEANAIR LINHAS AÉREAS S/A (d/b/a Avianca Brasil) (the “Lessee”) and the Operational Aircraft Lease Agreement (the “Original Lease Agreement”) dated as of 22 June, 2015 (the Original Lease Agreement as amended from time to time, including as amended and assigned by the Assignment Agreement is referred to as the “Lease Agreement”); (ii) the Forbearance Agreement between Lessor and Lessee dated 13 April 2018 (the “Forbearance Agreement”), and (iii) Guarantee and Indemnity Agreement dated as of January 26, 2017 in favor of Lessor (as amended, supplemented, modified, or restated from time to time and in effect, the “Replacement Guaranty”), all relating to one Aircraft Airbus 320-200, manufacturer’s serial number 6651, Brazilian Registration Marks PR-OCP, together with two (2) CFM56-5B4/3 Engines SN# 569848 and 569844, and other equipment and items (collectively named the “Aircraft”)

Dear Sirs:

We are outside counsel to the Lessor.

Reference is made to those various parties and agreements referenced above, in particular the Replacement Guaranty. The Lessee has been, and remains, in default of the Lease Agreement and Forbearance Agreement. Accordingly, the Lessor is exercising its right to cease forbearance and hereby demands immediate payment of the full balance of the Past-Due Amounts (as defined in the Forbearance Agreement).

As of the date hereof, the aggregate amount due and owing is \$1,713,404.17, which amounts are inclusive of the following:

- a) the Rent that was due on September 27, 2018 and October 27, 2018 in the cumulative amount of \$721,877.12 with interest thereon through November 1, 2018 in the amount of \$5,229.97;
- b) the Maintenance Reserves that were due on August 15, 2018, September 17, 2018 and October 15, 2018, in the cumulative amount of \$547,313.43 with interest thereon through November 1, 2018 in the amount of \$4,437.41;

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- c) accrued and unpaid interest on Installment Payments (as defined in the Forbearance Agreement) that were due on July 16, 2018 and August 15, 2018 in the cumulative amount of \$1,064.70;
- d) the Installment Payments that were due on September 17, 2018 and October 15, 2018 in the cumulative amount of \$173,435.26, with interest thereon through October 28, 2018 in the amount of \$1,753.63; and
- e) the remaining Installment Payments that would have been due on November 15, 2018 and December 17, 2018 in the cumulative amount of \$257,292.07, with interest thereon through October 28, 2018 in the amount of \$1,000.58.

Demand is hereby made that Synergy Aerospace Corp., as Guarantor under the Replacement Guaranty, honor said Replacement Guaranty and pay all sums past due and owing, no later than close of business (5 p.m. Eastern Standard Time) on **Thursday, November 8, 2018**.

If all such sums are not paid by that time, the attached Complaint in the United States District Court for the Southern District of New York may be filed.

All of the Lessor's rights have been, and remain, fully reserved.

Very truly yours,



James V. Garvey

JVG/kp  
Attachment  
cc: Infinity Transportation MSN 6651 LLC